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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Non-Ferrous Metal Industry Rules.

THE Non-Ferrous Metal Industry Act, 1918, is designed to prevent the working of zinc, copper, tin, lead, nickel, and aluminium, and other non-ferrous metals and ores to which it may be applied by the Board of Trade, from being under the control of present enemy subjects till after a period of five years from the termination of the war. For that purpose it is provided that the working in and dealing with these metals shall require a Board of Trade licence, and questions arising with the Board of Trade as to whether a licence is required, or otherwise under the Act, are, subject to rules of Court, to be referred by the Board of Trade to the High Court for determination. This is to the Divisional Court, and the decision of that Court is final (section 1 (5)). We printed recently provisional rules under the section (*ante*, p. 424), which, on account of urgency, were certified for immediate operation. These rules have now been issued without alteration as final rules and dated 30th April, 1918. Under section 6 of the Act the Board of Trade are empowered to make rules prescribing various matters under the Act. The rules made for this purpose are dated 4th March, and will be found *ante*, p. 428.

The Exchange of Prisoners.

AN IMPORTANT step towards the repatriation of combatant and civilian prisoners of war was made by the agreement arrived at last July at the Hague Conference between British and German Commissioners, the British Commissioners including Lord NEWTON and Mr. Justice YOUNGER. The Agreement was published as a Parliamentary Paper (Cd. 8590). Partly it provided for direct repatriation and partly for internment in a neutral country, and various provisions were made in favour of prisoners who remained in Germany. More recently Mr. Justice YOUNGER has been Chairman of the Government Committee on the Treatment by the Enemy of British Prisoners of War, and in March he signed, on behalf of that Committee, a Report (Cd. 8988) on the Treatment by the Enemy of British Prisoners of War behind the Firing Lines in France and Belgium. Of this it is sufficient to quote the opening sentence:—"The detention and employment by the German armies behind their firing line in Belgium and France

of British N.C.Os. and men captured on the Western front has brought upon these prisoners an amount of unjustifiable suffering, for which a parallel would be hard to find in the history, tragic in so many of its incidents as that history has been, of the treatment by the enemy of their prisoners during this war."

An "All in All" Civilian Exchange.

THE QUESTION of accelerating the exchange of prisoners has been frequently discussed, and there was an interesting debate on it in the House of Lords, initiated by Lord DEVONPORT, on 7th March last. In particular he referred to *Annexe* 2 to the Hague Agreement and to the hopes which this had raised. It states:—"The delegates will recommend to their respective Governments to give their benevolent consideration to the question of the further repatriation of civilians, and to the question of their further internment in neutral countries." Lord NEWTON, in then replying for the Government, pointed out that the interned civilian prisoners here numbered some 21,000, of whom about a third strongly objected to repatriation. This left about 15,000 Germans to be repatriated, against between 3,000 and 4,000 British subjects to be returned to this country. As to handing over 15,000 men to the German Government, he said that this was opposed by the British naval and military authorities, and, in his opinion, naval and military considerations should be paramount. "The Admiralty and the War Office were responsible, and if those Departments were able to shew convincing reasons why their policy should be carried out, he was not prepared to dispute it." Of the British subjects interned in Germany, it seems that some 2,000 are mercantile marine men whom the Germans treat as combatants, so that, in fact, an "all for all" civilian exchange would be 15,000 to 1,000. This was the proportion stated by Lord DERBY, then Secretary for War.

The New Franco-German Exchange Agreement.

THE DEBATE of last March just referred to showed apparently that naval and military considerations were paramount with the Government, notwithstanding strong humanitarian motives for exchange of prisoners on a liberal scale and the comparatively slight effect it would have on belligerent operations; and it was also stated that no action could be taken without obtaining the consent of our Allies. But an entirely different aspect has been given to the matter by the disclosure in Parliament this week of an agreement between the French and German Governments, involving the exchange of a total number of civilian and combatant prisoners of something like 330,000 men. In announcing this on Tuesday, Lord NEWTON said he was authorized to say that, in view of so totally different a situation, the Government were prepared to reconsider the question of exchanges *de novo*. It is a singular fact that, while the British Government considered themselves not at liberty to move save in concert with the French, the French Government has made the new agreement without consultation with, and without the knowledge of, the British Government. On Tuesday Lord NEWTON stated that he had not seen the text of the new Franco-German Agreement; and on Wednesday, when he was able to give its details, he admitted that the action of the French Government had come as a surprise. With regard to civilians, it seems that all civilians, whatever their age or sex, are to be repatriated, and all non-commissioned officers and men who have been in captivity for eighteen months are to be repatriated, head for head and grade for grade. It appears, therefore, that the British Government has been quite needlessly waiting for the co-operation of the French Government, and that it might very well have taken a line of its own, just as the French Government has done now. However this may be, it may be hoped that the British Government will now take a frankly humanitarian view of the exchange of prisoners and overrule the technical objections of the War Office, objections which would only have weight if it were necessary to contemplate any considerable prolongation of the war, and even then their weight would be slight.

The War and Juries.

WE CALLED attention recently (*ante*, p. 483) to current proposals for the limitation of trials by jury, and we suggested that, while no such change was likely to be welcomed in criminal cases, it might well be made in civil actions, and we observed that such a limitation had already been recommended before the war by Lord MERSEY'S Committee on the Jury System. But that recommendation excepted libel and slander actions. A Bill to effect the change during the war and for six months after has been introduced in the House of Lords by the Lord Chancellor, and, while it proposes generally that "every action, counterclaim, issue, cause, or matter in the High Court in England requiring to be tried shall be tried by a judge alone without a jury," it contains important qualifications. In particular, where fraud is alleged, and in cases of libel, slander, malicious prosecution, false imprisonment, seduction, or breach of promise, either party will be entitled to a jury; and in any case the Court may, on the application of either party, make an order for a jury if that appears to be the fitter mode of trial. This is the effect of clause 1. Clauses 2-4 propose limitations on the right to a jury in cases of assessment of damages, and cases in the county court and other inferior courts. By clause 5 sixty-five years is substituted for sixty as the limit of age for jury service, and clause 6 empowers coroners to hold inquests without juries. Probably the Bill is a little too cautious, and a bolder measure of relief from jury service would, we imagine, have been welcomed. All the excepted cases—libel, etc.—might very well be left to a judge at the present time, and it would furnish useful experience for the post-war limitation of juries which is likely to come. And we see no reason why a judge should be invited to decide that a jury is more fit for trying a case than himself. If he thinks the assessment of the jury will be more near the truth, he is too distrustful of himself; if he prefers a system of guesswork, his view is intelligible, but it does not say much for the jury system.

The Finance Bill.

IT IS noteworthy that the Finance Bill has no part dealing with death duties, and these will remain at their present rates. Part I., dealing with Customs and Excise, contains in clause 11 a novelty in the proposed "duty on articles and places of luxury"—that is, "on all payments made in respect of the purchase or supply of articles of luxury," and "on all payments made in respect of goods sold or supplied, accommodation supplied, or services rendered, at any place of luxury." The duty will be one-sixth part of the payment, and "article of luxury" and "place of luxury" are to mean, respectively, "any article or place declared from time to time by resolution of the House of Commons originating in Committee of Ways and Means to be an article of luxury or place of luxury." "Accommodation" includes lodging, stabling, and accommodation for vehicles, and "services rendered" include games and sports provided. Thus the tax is by no means to be confined to the sale of articles. Part II., which deals with income tax, introduces the new rate—6s.—which has been announced (clause 19), with a new scale for earned incomes (clause 20) in substitution for that of section 25 of the Finance Act, 1916; and a new scale for unearned incomes up to £2,000 (clause 21) in modification of that of section 26 of the same Act. Clause 22 introduces the new scale of super-tax, beginning at £2,000, with one shilling in the £ for the first £500 over £2,000 up to an ultimate 4s. 6d. in the £ on the excess over £10,000. Clause 26 provides for the Commissioners referring to the Board of Referees claims to deduction for wear and tear where any considerable number of persons are dissatisfied with the amount allowed. Part III. continues the excess profits duty, and brings in profits arising from sale of trading stock otherwise than in the ordinary course of trade. The 2d. cheque stamp is introduced in Part IV., "Stamps," by the provision (clause 36) that "twopence shall be substituted for one penny as the stamp duty on all bills of exchange and promissory notes chargeable under the first schedule to the Stamp Act, 1891, with duty at the rate of one penny and drawn on or after

1st September, 1918," and twopence is substituted for one penny in sections 34 and 38 of that Act; and where the instrument already bears a penny stamp, section 38 (2) is extended so as to allow an additional penny to be affixed; and clause 36 (3) allows any person who takes or receives the instrument to affix a further penny stamp until 1st December, 1918. This meets until that date the difficulty shewn by *Hobbs* v. *Cathie* (6 T. L. R. 292), to which we called attention recently (*ante*, p. 499).

Jurisdiction in Separation Cases.

EVER SINCE *Armytage* v. *Armytage* (1898, P. 178), our divorce and magisterial courts have exercised without question the jurisdiction to grant decrees of judicial separation when the parties actually reside in this country, although domiciled abroad. Indeed, in the case just quoted, all the acts of cruelty on which the wife founded her petition took place abroad, in Italy; yet the Court claimed jurisdiction. Needless to say, the rule is just the opposite in divorce cases, where domicile is the test of competency. And it is so difficult to see any really logical distinction between the control of personal status involved in the two cases, divorce and separation, that jurists have been very doubtful about the correctness of *Armytage* v. *Armytage*. But, now, in *Anghinelli* v. *Anghinelli* (*Times*, 14th inst), where the parties were domiciled Italians accidentally resident in England for a short time before the commencement of the war, and thereafter prevented from returning to Italy, the Court of Appeal has definitely affirmed the rule of *Armytage* v. *Armytage*, and upheld the jurisdiction of the Divorce Division to entertain the wife's suit for judicial separation. The Master of the Rolls delivered a careful judgment, in which he traced the history of this jurisdiction. It seems that, prior to 1857 the Ecclesiastical Courts granted divorces *a mensa et thoro* when both parties were resident in this country, although the domicile of the marriage was foreign, and they did so even when the matrimonial offences relied on by the petitioner were all committed outside the jurisdiction: *Niboyet* v. *Niboyet* (4 P. D. 1). The Matrimonial Causes Act, 1857, transferred this jurisdiction to the Divorce Court, which continued to exercise it by granting judicial separations in those cases in which the Ecclesiastical Courts had granted decrees *a mensa et thoro*. Thus the old rule of the Ecclesiastical Courts survives in separation cases. But the jurisdiction to grant divorce conferred on this Court for the first time by that Act, and previously exercised by Parliament through the form of a private Bill, was based on a wholly different principle from that previously exercised by the Ecclesiastical Courts. It was a novel jurisdiction, and therefore it respected the principles of the *jus gentium*, whereas the older courts were not concerned with International Law at all. And the *jus gentium*, in order to preserve the rights of foreigners to the enjoyment of their own personal law in matters of *status*, refuses to recognize jurisdiction to grant divorces or decrees of nullity in any tribunals except those of the *forum domicilii*.

Payment in Foreign Currency.

MUCH EXPERT evidence, which should interest economists, on the state of the Russian currency was given before BAILHACHE, J., in the interesting case of *Lindsay, Greene, & Co.* v. *Russian Bank for Foreign Trade* (*Times*, 14th inst.). In this case the defendants were the bankers of a Petrograd merchant to whom the plaintiffs exported coals. The coals were paid for by acceptances in the usual way, which the financing banker undertook to discount. They were to be payable in "Russian currency." And the bankers in fact received, at their Petrograd office, a deposit of roubles in various kinds of notes—Imperial, Kerensky, and Bolshevist—which they held to the account of the plaintiffs to whom they were to pay them. Of course, to-day, no specie can be sent from Russia to England. Now the question has arisen how the bankers are to honour the acceptances. The plaintiffs claimed that the bankers must pay them in specie—*i.e.*, gold coin of Russia—at their face value. The defendants contended, on the other hand, that they were only bound to pay the bills at their face value in Russian Treasury notes, or in English money of equivalent value at the present rates of exchange of these notes. Of course all the Russian notes have depreciated immensely, so that payment in Russian currency notes, or its equivalent rate-of-exchange value in English money, would be of small amount. But the trouble was to decide what *is* Russian currency to-day. After hearing much evidence, which shewed that Imperial, Kerensky, and Bolshevik Governments have all alike issued rouble-notes, which are equally current within Russia to-day, but not equally current outside Russia, Mr. Justice BAILHACHE came to the conclusion that he must solve on grounds of common sense what he considered to be rather a question for the Foreign Office than for the commercial judge. He took judicial notice of the fact that the Imperial and Kerensky Governments had both enjoyed in their season international recognition: therefore their currency is valid. But the Bolshevik Government, curiously enough, considering the position of stability it has established, has not been recognized by our own, therefore an English judge cannot regard its notes as good legal tender in the performance of a contract which is to be interpreted by an English Court. So the learned Judge ordered payment of the sums held to account at the equivalent rates of exchange for Imperial and Kerensky notes.

Notice to Leave Employment.

THE Divisional Court had before it a point of much practical interest in *Payzu* (*Limited*) v. *Hannaford* (*Times*, 14th inst.), a case stated by a metropolitan police magistrate. Under the Employers and Workmen Act, 1875, magistrates have summary civil jurisdiction to decide disputes between masters and servants which arise out of the contract of service. Next to separation cases this is perhaps the most extensively used form of civil jurisdiction which justices possess. It is not very often that an employer sues a workman under this Act; rather the workman uses it as a summary remedy to recover wages improperly left unpaid or fines improperly deducted. But *Payzu* (*Limited*) v. *Hannaford* was the somewhat rare converse case, an employer's complaint against an employee. What is still more rare, the employer claimed damages against the servant for leaving her employment without notice. Usually masters and mistresses sit down under this kind of legal wrong and seek no judicial redress. In the present case there was a weekly employment at a weekly wage of thirty-five shillings; the defendant left her employment after giving only one day's notice. On the master's complaint, the magistrate took the view that, since no express period of notice had been stipulated for in the contract, there was no obligation to give notice at all; he therefore dismissed the summons. But such a view would leave employees at the mercy of an employer, who could dismiss without notice wherever no arrangement for notice had been made, and the Divisional Court refused to believe that so mischievous a result is good law. So they held that, where an employment is at a weekly wage, then in the absence of indications implying a contrary intention, the period of notice is one week; and a similar rule applies to weekly tenancies: see *Bowen* v. *Anderson* (1894, 1 Q. B. 164); *Harvey* v. *Copeland* (30 L. R. Ir. 412). The question of damages, of course, remains to be considered on the return of the case to the police-court. The employer's claim was for six days' wages, treating the wages he would have paid for each day not served as the damage suffered by him. No doubt that is the servant's measure of damages, when in fact he cannot get another job. But it is not easy to see why it should be the measure of the master's loss whether or not he gets another employee. There seems, indeed, to be no authority on the measure of damages where an employer is the victim of the breach of contract.

Carelessness With Regard to Share Certificates.

THE ADVERTISEMENTS of the leading newspapers more often than not contain notices of the loss of valuable property and offer rewards for its recovery. In some of these cases the

owner of the article seems to have given very little trouble to protect it from accident. We read of pearl necklaces and diamond bracelets lost somewhere between Inverness and London, or last seen upon the seat of a taxi or of a railway carriage. We also read of the loss of railway share certificates which are supposed to have been dropped from the pocket of the shareholder in some street near the Strand. The owner of such shares, who knows little of company law, but who remembers that the certificates were handed over to him upon the completion of his purchase, may think with some uneasiness of his want of care, and wonder whether the possession of these documents may enable the finder to give a good title to the shares. But his anxiety is scarcely justified. Nothing has occurred to vary the statement of the law by Lord BLACKBURN in *Swan* v. *North British Australasian Company* (32 L.J. Ex. 273) that "a person who does not lock up his goods which are consequently stolen may be said to be negligent as regards himself, but inasmuch as he neglects no duty which the law casts upon him, he is not in consequence estopped from denying the title of those who may have, however innocently, purchased these goods from the thief, unless it be in market overt." The shareholder may comfort himself with the fact that the certificate is only *primâ facie* evidence of the title to the shares, and that the finder must resort to a forged transfer in any attempt to dispose of them. Carelessness in leaving share certificates about, though it facilitates fraud and even forgery, does not cause it, and is too remotely connected with the forgery of a transfer to preclude the owner of the shares from setting up a claim to them. May we add that, while bankers, as a rule, are faithful custodians of share certificates, these documents are often lost or mislaid by those who retain them in their possession.

The Eligibility of Women for Parliament.

SINCE many women are being nominated as prospective parliamentary candidates in various parts of the country, returning officers will soon have to face the question whether or not they propose to accept the names of these ladies as candidates. The returning officer is placed in some difficulty. He must decide at his peril. If he wrongly rejects a vote or candidacy, then the aggrieved party can sue him for damages: *Ashby* v. *White* (1 Smith's Leading Cases, 11th ed., 240). It is true that where, by an honest error of judgment, a returning officer did not accept a tendered vote he was not at common law liable: *Tozer* v. *Child* (26 L. J. Q. B. 151); but he is now under a statutory duty which he must perform at his peril: Parliamentary Voters Registration Act, 1843, s. 82 (not repealed by the recent Act); see Pollock on Torts, ch. 4, s. 5. And if he accepts an illegal nomination, he renders himself liable to indictment for the misdemeanour of misfeasance in the performance of a public duty. So he must decide for himself with care what is his legal duty in the matter.

The point, however, is reasonably clear. Nothing in the Representation of the People Act, 1918, confers on women the right to be elected to the House of Commons. So, if a common law disqualification for membership of that House exists in their case, nothing has occurred to remove it. This question arose incidentally in 1889 in *Beresford Hope* v. *Lady Sandhurst* (23 Q. B. D. 79). Here the Local Government Act of 1888 had conferred on women the right to vote at county council elections. The county councils were entirely new bodies, and it might have been contended that a new body, such as these were, was not bound by common law restrictions on the capacity to become members of it; but the Courts held otherwise. "Neither by the common law nor the Constitution of this country," said Lord ESHER, M.R., "can a woman be entitled to exercise any public function." It was argued, however, that section 4 of Lord BROUGHAM'S Act (13 & 14 Vict. c. 21, now replaced by section 1 (1) (*a*) of the Interpretation Act, 1889) had removed this common law disqualification, for it had enacted that, in the absence of a contrary intention, words in Acts of Parliament importing the masculine gender should include females. This contention had previously been unsuccessfully used in *Chorlton* v. *Lings* (L. R. 4 C. P. 374) to get over the common law disqualification of women to the parliamentary franchise, a case arising under the Representation of the People Act, 1867. In both cases alike the Courts would have none of it. "Where you have a statute," said Lord ESHER, "which deals with the exercise of public functions, unless that statute expressly gives power to women to exercise them, it is to be taken that the true construction is that the powers given are confined to men." And what is true of new bodies like county councils is obviously true *a fortiori* of ancient bodies like Parliament. It may be assumed, therefore, that since the Local Government Act of 1888, which conferred votes on women, did not impliedly confer on them the powers to be elected, the common law disqualification of a woman for membership of the House of Commons is in no way removed by the recent Act.

Of course, since the decision just quoted, women have been rendered eligible for seats on public bodies by express Act of the Legislature. The Local Government Act of 1894, which created district and parish councils, expressly rendered women eligible for membership as well as conferring on them the capacity to vote. And in 1906 an Act of Parliament permitted them to hold all elective Local Government offices, even mayoralties and aldermanships. But before the latter Act was passed no woman elected to a county council could sit thereon without rendering herself liable to an action for penalties imposed on disqualified persons by section 41 of the Municipal Corporations Act, 1882. A similar remedy would lie against any woman elected to Parliament who actually sat and voted. An information in the nature of a *quo warranto*, or the presentation of an election petition, are other remedies which could be used to remove a woman actually elected. But it may be assumed that, on so clear a point, no returning officer will so far fail in his duties, or take so eccentric a view of them, as to accept the nomination of a woman, if tendered.

Of course, Lord ESHER'S *dictum* as to the common law disqualification of women for the exercise of any public functions, quoted above, is obviously much too wide. Women may hold the sovereignty, and have done so. They may hold certain lay offices in the Church—*e.g.*, sextons: *Olivi* v. *Ingram* (7 Mod. 763); and, of course, may be patronesses of livings. But these are scarcely public offices in the State. They may be impanelled on a jury of matrons (1 Hale, 368), and not very infrequently this is done. There are also records of historical cases in which ladies have acted as sheriffs, returning officers, parish constables, overseers of the poor, and even commissioners of sewers (Callis on Sewers, 253). But it is doubtful whether their tenure of those offices was ever lawful. All the recorded instances occur in troubled times—between the Wars of the Roses and the conclusion of the Civil War, when every manner of illegality was occasionally committed by the powerful. It is probably the true constitutional view that, except as regards the succession to the throne, no right to hold any of these offices was really possessed by women at common law. The right to inherit the Crown is peculiar. It is wholly the result of the mediæval doctrine that the King was paramount lord of all land in the kingdom, and therefore the rules of inheritance which applied to land applied also to the Crown. To-day, of course, the succession to the throne is regulated by a parliamentary entail, the Act of Settlement, and the limitations which govern an ordinary tail general are applied to the Crown by the terms of that statute.

It may be assumed, then, that women were at common law disqualified from sitting in either House of Parliament. Such a fundamental rule of the common law cannot be altered by the judges; it is not one of those minor principles—mostly existing in the realm of commercial law and the law of torts—which are capable of undergoing expansion and development by mere judicial decision. Therefore an Act of Parliament is required to remove this disqualification. And mere impli-

cation in an Act is not enough: *Chorlton* v. *Lings* (*supra*). There must be an express enactment in clear terms conferring the privilege claimed. No Act of Parliament has so far conferred any such privilege. So returning officers need not really shake in their shoes at the invasion which awaits them; their decision must clearly be negative, and they need have no reasonable doubt that the Courts will uphold them in adopting this course.

How Must an Agent Sign?

CERTAINLY this must be one of the questions which are of most transcendent importance in the world of commerce. If it were permissible to regard as a rule of positive law the statement that, when a person signs an ordinary simple contract in his own name, he is the contracting party, no difficulty could arise, and there would only be a similar degree of hardship as now arises in the case of an imperfectly executed deed or will. But immediately our forefathers established, without chance of recall, that this proposition is a presumption which can always be rebutted by something upon the face of the instrument (*Cooke* v. *Wilson*, 1 C. B. N. S. 153), notwithstanding this something must appear clearly—"must be something very strong," to repeat and adopt Mr. Justice CRESSWELL'S and Lord Justice MELLISH'S phrase—it is evident that the extensive, and often perplexing, problem was introduced, whether the person who thus signs in his own name applies his executive hand in pursuance of the promising and engaging mind of a contracting party, or as a mere scribe acting as the instrument of another.

Every enlightened student will naturally ask, Is there no indication that the judicial views on the subject, when regarded historically, exhibit a gradual development and progress? Now, not so very many years ago, the professional view was that the signature was—or, perhaps, it would be more exact to say, appeared to be—the crucial part of a contract in discussing, and disclosing, who are the parties liable upon it. But this view received its quietus more than forty years ago, and the rule better accepted to-day is that the problem is whether, on the construction of the whole contract, it was intended that the agent should not be, or should be, liable personally: *Gadd* v. *Houghton* (24 W. R. 975, 1 Ex. Div. 357), *Royal Albert Hall* v. *Winchelsea* (7 Times L. Rep. 364), *Glover* v. *Langford* (8 Times L. Rep. 628), *Brandt & Co.* v. *Morris & Co.* (1917, 2 K. B. 784); also *cf. Oglesby* v. *Yglesias* (E.B. & E. 930). Thus, the form of the signature; the disclosure or non-disclosure of a principal; the principal being English or foreign: see *Harper* v. *Keller* (1915, W. N. 126) and *Brandt & Co.* v. *Morris & Co.* (*supra*); the agent being the "go-between" of a husband, a corporation, or a one-man company; the heading of the paper on which the contract happens to be expressed: see *Landes* v. *Marcus* (25 Times L. Rep. 478); and the other surrounding circumstances (*Glover* v. *Langford*, *supra*, *Brandt & Co.* v. *Morris & Co.*, *supra*, from which must be distinguished *Humble* v. *Hunter*, 12 Q. B. 310; *Formby* v. *Formby*, 102 L. T. Rep. 116; *Rederi Aktienbolaget Trans-Atlantic* v. *Drughorn*, 144 L. T. Jour., p. 273), are relegated to the minor position of aids or indications, of which a competent interpreter may, and should, make full use when forming an unbiased opinion. If, as frequently happens, there appear incongruous indications, it remains for him either to determine which, on the balance, good sense and reason would reject, and, then, to cast such aside accordingly as of none effect; or, if he fail in thus reaching a conclusion, to declare that the careless person who signed the contract has left the alleged capacity in which he did this so ambiguous that it must be construed against him.

And, without wishing to embarrass our progress, may we not here turn aside for a moment to ask whether, when engaged in making any researches into the law of agency, a distinction should not be drawn between an agent, a messenger, and an inanimate intermediary? If our memory serves us, Judge STORY does not discuss this particular topic; but in the more recent editions of his classic work it is suggestively remarked that, from the want of a due discrimination between those different kinds of agents that have acquired a distinctive appellation, very erroneous inferences are frequently deduced from the reported decisions—decisions which, however correct with reference to the class of agents embraced therein, will often be found to mislead, unless taken with the implied and tacit qualification applicable to that peculiar class of agency (Story on Agency, 7th ed., p. 20). It is the more modern jurists, and especially German jurists, who have advanced the discussion on the distinction to which we allude; and until a satisfactory line is found between an agent, a messenger, and an inanimate intermediary, we fancy the practical inquirer will find it most convenient to consider all three as agents subject to the general laws of agency; but to conclude, and be willing to admit, that things done by the last two are of such a very limited, or routine, character that any legal question relative to them can, and will in practice, seldom, if ever, arise.

But the space at our disposal warns us it is time to return. If the question proposed were how *should* a person sign to indicate he is acting ministerially, and as a scribe, with no intent to bind himself individually? there would not be the slightest hesitation in at once replying, "B. P. by C. A., his attorney (or agent)," or "C. A. as agent for and on behalf of B. P." Such a signature imports necessarily, and only, the principal's promise. But as it is not essential to observe an unequivocal form, the real difficulty is to define how an agent *must* sign in order sufficiently to indicate this intention, and it is here that trouble arises. And when a transaction effected by enterprising men, with keen commercial instincts, and with not too much time to be particular about petty formalities, is the subject of inquiry, it is possible it will be a sad puzzle satisfactorily to determine whether or not, in legal effect, the contract is an expression of the will of the principal, or of the agent. An addition to the signature of the apparently clear words "as agent," may not, however, be regarded as conclusive; in some cases such words, when the rest of the document has been attentively read, have been refused efficacy on the balance, as being merely an earmark, or *descriptio personæ*, and explainable as indicating an account, or matter, or reminder of a private nature; and, thus, not words of obligation. And if the reader will turn to the Bills of Exchange Act, 1882, he will observe that much the same views as we have explained have been accepted by the Legislature with respect to negotiable scrip: see section 26.

So, on a careful audit of the authorities, the subject resolves itself into a satisfactory deduction of liability from the obligatory tenor of the instrument in question. As a matter of course, the language therein used must be interpreted according to its plain and natural meaning; and, as we have already observed, it is competent for the interpreter to have regard, in a certain and proper degree, to the surrounding circumstances. But it is evident that the state of the law on the subject is one of universal interest to the manufacturing and mercantile community, and also to not a few members of it, from time to time, of some monetary concern.

Books of the Week.

Statutes.—Butterworth's Twentieth Century Statutes (Annotated). Vol. 13. Containing the Public General Acts passed in the year 1917, excluding Acts in force only in Scotland and the Isle of Man. By CLAUDE EUSTACE SHEBBEARE, Barrister-at-Law. Butterworth & Co.

Constitutional Law.—The Government of the British Empire (as at the end of the year 1917). By EDWARD JENKS, M.A., B.C.L. John Murray. 6s. net.

The Bristol City Council has drawn up a scheme for the creation, after the war, of five garden suburbs on the outskirts of the city, and has provisionally bought 168 acres of land. The corporation will be recommended to authorize the securing of further land, estimated in all at 582 acres.

Correspondence.

Military Service.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In your issue of the 27th ult. you commented on a letter therein published from "S. M. S." on the peculiar wording of the Military Service (No. 2) Act, 1918, as regards the position of rejected men. A concrete case has arisen. A was examined by an Army Medical Board last year, and was placed in Category C 3. His occupation is a certified one, and exemption was granted by the Local Tribunal to 30th ult. On the 29th ult. an application for renewal of the exemption was lodged with the Local Tribunal, which came on for hearing on 11th inst. In the meantime, on the 3rd inst., A was re-examined by a National Service Medical Board, and was rejected and was told that M.N.S. Form 2,079 would be sent to him in a few days. The Tribunal proposed to dismiss the application on the ground that A was excepted from the operation of the Military Service Acts, but, ultimately, after some discussion, the application was adjourned for the position to be made clear. I contend that A is still in the Army Reserve, as he does not come within Clause 4 (c) of the Military Service (No. 2) Act, 1918. He is probably a disabled man, that is, a man who has been discharged from the Army in consequence of ill-health, but he did not become a disabled man *until* discharge, and there has been no "further" medical examination after his discharge, as required by the Act. He has never offered himself for enlistment, and therefore cannot be said to have been medically rejected after the offer, and, here again, there has been no "further" medical examination. If A is still in the Army Reserve, as I contend, then he is liable to medical re-examination under the Reserve Forces (Medical Examination) Regulation, 1918 (published in the SOLICITORS' JOURNAL of 4th inst.). Should a further examination pass him for service, he would have lost his right of appeal to the Tribunal under the Military Service Regulations, 1918, as the latest date for an original application would be the 16th inst. (he was placed in a category before the 2nd inst.), and for a renewal the 16th ult., that is, the 14th day before the expiration of his previous certificate of exemption (Nos. 26 and 28 of the Regulations). I contend, therefore, that the Tribunal should give him exemption in order to preserve his right of appeal. The Director General of National Service can extend the time of application for a renewal of exemption under Regulation 28 (b), and that official may be willing to deal with these cases in this manner if the point is brought to his notice.

The power given to the Local Government Board to vary, by Regulation, the provisions of the Military Service Acts extends, apparently, to the latest Act, as that Act is included in the definition of the Military Service Acts, 1916 to 1918 (see Sections 4 (1) and 8).

Your observations on the point will be valued.

WM. C. E. BRIGNALL.

14 High-street, Stevenage, Herts. May 14.

[We hope to comment on this letter next week.—ED. *S.J.*]

CASES OF LAST SITTINGS.

House of Lords.

COTMAN *v.* BROUGHAM. 22nd March; 6th May.

COMPANY — WINDING-UP — MEMORANDUM OF ASSOCIATION — OBJECTS CLAUSE—NO RESTRICTION ON POWERS—ALL OBJECTS TO BE INDEPENDENT OF EACH OTHER—POWER TO INVEST IN SHARES OF ANOTHER COMPANY—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), S. 3.

Where the registrar has allowed the registration of a company's memorandum of association and a question arises as to whether the objects of "its business" are so stated as to comply with section 3 of the Companies (Consolidation) Act, 1908, that question cannot be considered by the court on a summons to have it determined if a particular transaction was ultra vires *the powers given by the memorandum of association for the directors to enter into.*

Held, therefore, that, as the object clause of the appellant company's memorandum of association was in such wide general terms as practically to include any transaction "which may be considered capable of being profitably held or dealt with by the company," the company, though in liquidation, could not avoid the liability on shares allotted to them in another company, now being compulsorily wound up, on the ground that the subscribing for such shares was ultra vires *the main object for which the company was promoted, and they were rightly included in the "B" list of contributories.*

Semble, *that the registrar might refuse to register a memorandum of association which contained an object clause setting out a profusion of objects as not complying with section 3 of the Companies (Consolidation) Act,* 1908.

Appeal by the liquidator, Mr. J. S. Cotman, of the Essequibo Rubber and Tobacco Estates (Limited), from an order of the Court of Appeal (reported sub-nom *Re Anglo-Cuban Oil, Bitumen and Asphalt Co. (Limited)*, 61 SOLICITORS' JOURNAL, 282; 1917, 1 Ch. 477).

THE HOUSE, having taken time,

Lord FINLAY, C., in moving that the appeal should be dismissed, said the Essequibo Company was registered in 1910. The memorandum of association was of a type which, unfortunately, had become common The Companies (Consolidation) Act, 1908, required that the memorandum of association should set out *inter alia* the objects of the company (section 3). The memorandum of this company, in clause 3, set out a vast variety of objects, and wound up with the following extraordinary provision:—"The objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in any wise limited or restricted by reference to or inference from the terms of any other sub-clause, or by the name of the company. None of such sub-clauses, or the objects therein specified, or the powers thereby conferred, shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world, and notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause." The registrar had accepted this memorandum and his certificate of incorporation was conclusive, and therefore the only point before the Court was the construction of the memorandum as it stood. The question was whether it was *intra vires* of the Essequibo Company to enter into the transaction which ended in the company's name being put upon the "B" list of contributories of the Anglo-Cuban Company. The Essequibo Company had underwritten shares, and received an allotment. An order was made for a compulsory liquidation of the Anglo-Cuban Company, and it was ordered that the Essequibo Company, already in liquidation, should be placed on the "B" list of contributories. An application was made to strike out the name of the Essequibo Company from the list of contributories on the ground that the transaction of taking shares was *ultra vires*. Neville, J., refused the application, and he was affirmed by the Court of Appeal. The question depended upon the interpretation to be put upon the third clause of the memorandum of association, a clause which had 30 heads, dealing with a multitude of objects and powers. Heads (8) and (12) clearly gave the power to enter into the transaction now in question, and he agreed with both Courts below in thinking that it was impossible to say that the acquisition of these powers was *ultra vires* of the Essequibo Company. His lordship added: "It is well worthy of consideration whether, if it should appear that the law as it stands is not sufficient to cope with such abuses as are exemplified in the memorandum now in consideration, the Companies Act should not be amended so as to bring the practice into conformity with what must have been the intention of the framers of the Act. But the only question before us now is the construction of the memorandum as it stands, and in my opinion the appeal must be dismissed with costs."

Lord ATKINSON concurred.

Lord PARKER'S judgment was to the same effect.

Lord WRENBURY agreed that the appeal failed. The construction of the instrument admitted of no reasonable doubt. Heads (8) and (12) of clause 3 were in terms so wide that an obligation in a contingent event to take up shares fell within them. The language of head (30) in the same clause was such that he could not say that such a transaction was *ultra vires*, because it was not anciliary to or connected with or in furtherance of something which he found elsewhere in the company's memorandum to have been "its business." Upon the narrow question upon which alone it was unfortunately within the competence of this House to determine, he thought the decision below was right. It followed that the appeal would be dismissed with costs.—COUNSEL, for the appellant, *F. Whinney* and *P. B. Morle;* for the respondent, *Hon. F. Russell*, K.C., and *A. F. Topham.* SOLICITORS, *Sparks, Whitehouse, Russell & Co.; Stanley Evans & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

H. D. RAWLINGS (LIM.) *v.* HODGSON. No. 1. 1st and 2nd May.

WORKMEN'S COMPENSATION—COMPENSATION FOR ACCIDENT—SETTLEMENT BY PAYMENT OF AGREED LUMP SUM—NO WEEKLY PAYMENT AGREED ON OR AWARDED—DUTY OF REGISTRAR TO RECORD MEMORANDUM—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, C. 58), SCHEDULE II. (9).

Where the claim of a workman for compensation for accident is ultimately settled by payment of a lump sum agreed to be paid and accepted, which sum is not in redemption of any definite weekly payment either agreed or awarded, the registrar is bound to record the memorandum of agreement sent to him on being satisfied as to its genuineness, and is not entitled to refuse to do so because in his opinion the sum is inadequate. It is only in cases coming within the

proviso (d) *to Schedule II.* (9) *that any question of adequacy can be raised.*

Appeal by the employers from a decision of the deputy judge of the Lambeth County Court, confirming a decision of the registrar refusing to record a memorandum of agreement for payment of a lump sum as compensation for an accident, on the ground that, although the parties were agreed, the registrar considered the sum to be inadequate. The facts are stated in the judgment below.

THE COURT allowed the appeal.

SWINFEN EADY, L.J., said the employers appealed against the refusal of the registrar to record an agreement made on 5th December, 1917. The workman was a van traveller, who met with an accident, breaking both bones of one leg. He was totally incapacitated, and was paid £1 a week for a considerable time; but after eight months was able to do light work, the compensation being gradually reduced sixpence a week for every extra shilling he could earn, until it reached 11s. 11d. a week. After this had been paid for some time there were negotiations for a settlement. It was now common ground that there never was any agreement between the parties, fixing for the future any particular sum as weekly compensation. Whilst the parties were negotiating, the workman, on 19th November, 1917, filed a request for arbitration, claiming 12s. a week or such sum as the arbitrator should award. By leave of the judge that claim was amended, and his case now was that he ought to have £1 a week. The agreement for settlement was entered into on 5th December, after the workman had filed his request and before he amended. It was that the employer should pay and the workman should accept £175 in full discharge and satisfaction of all claims under the Act. The workman was represented by a firm of solicitors, the parties were at arm's length, and the sum of £175 was arrived at by a process of bargaining. The workman at one time thought he ought to be paid £400, while the insurers thought £50 was as much as he was entitled to. Then the agreement was sent to the registrar to be recorded pursuant to Schedule II. (9). It was not an agreement for the redemption of a weekly payment; the parties had never agreed on one; that was the one matter in which they were at issue; but it was an agreement within clause (9). If the agreement was genuine, as this one admittedly was, it was the duty of the registrar to record it; he had no discretion in the matter. It was contended, however, that the agreement came within the proviso in clause (*d*), but in his lordship's opinion it was not open to the registrar to refuse to record it. The proviso gave a discretion to the registrar in three cases: (1) where the agreement was in redemption of a weekly payment; (2) where it was made with a person under a legal disability; (3) where the claim was by dependants of a deceased workman. In those cases he could refuse to record it, on the ground of the sum being inadequate, but in no other case had he any such discretion. That Court had laid down very clearly what the duty of the registrar was upon applications to register agreements made in redemption of a weekly payment. There must be consent as to what is to be redeemed before an agreement can be reached as to the lump sum payable: *Victor Mills Co. (Limited)* v. *Shackleton* (1913, 1 K. B. 22). Lord Cozens-Hardy, M.R., there said that all that the county court judge there had to do was to assess the redemption value of the weekly payment under the award, and the other members of the Court spoke to the same effect. Farwell, L.J., said his duty was to ascertain the redemption value, or, in other words, the purchase price of a fixed annual payment. In the present case the learned registrar and the judge had taken a wholly different view. They treated the agreement as one to redeem a weekly payment, which it was not, and then proceeded to consider whether the weekly payment was adequate, or whether the workman ought not to receive some other weekly payment. There had been a total misconception as to the position. The appeal would be allowed, and the agreement must be registered.

BANKES, L.J., and NEVILLE, J., delivered judgment to the same effect, the former observing that it was never intended that the registrar should have a kind of prying jurisdiction in a case where the workman was independently advised by competent solicitors, and had come to the conclusion that the sum offered was adequate and sufficient.—COUNSEL, *C. Doughty; H. Moyses.* SOLICITORS, *Clifford Turner & Hopton; Liddle & Liddle.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

PLINT *v.* THE ATTORNEY-GENERAL. No. 1. 9th May.

ARMY—CLAIM FOR EXEMPTION FROM MILITARY SERVICE—TRIBUNAL TO DETERMINE SUCH CLAIM—CIVIL COURT—DECISION OF COURT OF SUMMARY JURISDICTION ON FACTS—ARMY ACT, 1881 (44 & 45 VICT. c. 58)—MILITARY SERVICE ACT, 1916 (5 & 6 GEO. 5, c. 104).

In an action in the High Court for a declaration that the plaintiff was not liable to military service, his claim was dismissed. After that decision the military authorities took proceedings before the justices, who decided on the facts that the plaintiff was not within the exemptions in Schedule I. of the Military Service Act, 1916, *and on a case stated the decision was upheld. On appeal in the action,*

Held, that as it had been decided as a fact that the plaintiff was liable to military service, the question of law raised below could not be gone into, and the appeal must be dismissed.

Appeal by the plaintiff from a decision of Neville, J. (reported *ante*, p. 121), dismissing an action claiming a declaration that the plaintiff was a regular minister of a religious denomination within the Military Service Act, 1916, Schedule I. (4). Neville, J., held that an action would not lie, as the High Court was not a "civil court" within the Military Service Act, 1916, s. 1 (2), or the Army Act, 1880, s. 190. The material facts are stated in the judgment below.

THE COURT dismissed the appeal.

SWINFEN EADY, M.R., said he was of opinion that the appeal failed. The plaintiff was a person within military age, but claimed that he was not liable to military service, because he was within the exceptions set out in Schedule I. (4) to the Military Service Act, 1916, as being a regular minister of a religious denomination. He brought the action by writ issued the day before he received his calling up notice. He was a young man, appointed by the London Evangelisation Society to carry on work at Egham. The basis of that society, as shown in a book which had been put in, was that of a voluntary association for the spread of the knowledge of the Gospel without regard to denominational distinctions. It was, and claimed to be, an undenominational society. The learned Judge dismissed the action on a question of law, his view being that the High Court was not a civil court within section 190 of the Army Act, 1880. Since then proceedings had been taken against the plaintiff before a court of summary jurisdiction for absenting himself from the Army without reasonable excuse. He was convicted, fined, and handed over to a military escort, and the bench was then asked to state a case. The case had been stated, and the conviction stood. He had now been adjudicated by a court of competent jurisdiction to be a person belonging to the Army Reserve, and, therefore, in fact, liable to military service. That being so, no question of law arose, and the appeal failed.

WARRINGTON and DUKE, L.JJ., concurred.—COUNSEL, *Compston*, K.C., and *E. Williams; Sir Gordon Hewart*, S.-G., *Austen-Cartmell* and *Branson.* SOLICITORS, *Engall & Crane; Treasury Solicitor.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* FERRANTI'S PATENT.** Sargant, J. 23rd April.

PATENT—EXTENSION—ADVERTISEMENT—PATENTS AND DESIGNS ACT, 1907 (7 ED. 7, c. 29), ss. 18, 22—R.S.C., ORD. 53A, R. 23 (F).

Where a petition is presented under section 18 *of the Patents and Designs Act,* 1907, *asking for an extension, the order granting the extension need not be advertised as in the case of an amendment of a specification under section* 22 *of the said Act, and ord.* 53, *r.* 23 (*f*).

This was a petition by S. Z. de Ferranti, under section 18 of the Patents and Designs Act, 1907, asking the Court to extend his patent for a further term. In August, 1903, letters patent were applied for and were granted for "improvements in and relating to spinning, twisting and doubling machinery." The invention related to improvements in the machinery for twisting threads in the textile industry. The Crown asked that, if the petition was granted, there should be advertisements as in the case of amendments of specifications under section 22 and ord. 53a, r. 23 (*f*).

SARGANT, J., after stating the facts, granted the extension in respect of the more important parts of the old patent for seven years from August, 1917, when the old patent expired, and he directed that a new patent should be sealed as to the parts to be protected. With regard to the application of the Crown, he said: This patent is not being amended, but only extended. The Court has no power when extending a patent to amend it. I am not going to adopt, in the case of extending a patent, the procedure incident to proceedings for amendment. If any amendment is necessary, it must be made under section 22 after the new patent has been completed.—COUNSEL, *A. J. Walter*, K.C., and *Hunter Gray; Sir Gordon Hewart*, S.-G., *Bousfield*, K.C., and *J. Austen-Cartmell.* SOLICITORS, *Ince, Colt, Ince, & Roscoe; The Solicitor for the Board of Trade.*

[Reported by L. M. MAY, Barrister-at-Law.]

SANDERSON *v.* WORKINGTON BOROUGH COUNCIL.
Younger, J. 19th April.

WAR—CONTRACT—MOBILIZATION OF TEACHER—PROMISE TO KEEP POST OPEN—LOCAL GOVERNMENT (EMERGENCY POWERS) ACT, 1916 (6 GEO. 5, c. 12) s. 1 (1) (2).

A teacher, who was a Territorial soldier, was appointed to a post as teacher just before the outbreak of war, but was mobilized on its outbreak, and, accordingly, could not take up his work. Later, the secretary of the local education authority who had appointed him wrote to him, saying that the authority would pay to their employees in the services the difference between their pay and their salaries, and this was done for a long time. The authority, being short of teachers, subsequently applied for this man's release, but the application was refused, and, accordingly, they gave him the proper notice terminating his employment. He then commenced an action claiming a declaration that he was still in their employ, and asking for arrears of salary.

Held, that there was no binding contract or promise by the authority to retain him in their employment during the war or to keep his post open, or to make payments on account of his salary, and no consideration for such a contract.

The cases of Davies v. Rhondda Urban District Council (87 *L. J. Ch.*

166, 117 *L. T. Rep.* 622) *and* Budgett *v.* Stratford, &c., Society (32 *T. L. R.* 378) *were inapplicable, being cases of the employees taking up military service on the faith of a promise.*

Section 1 (2) *of the Local Government (Emergency Powers) Act,* 1916, *does not make such a promise a binding contract, but only makes the promise* intra vires *the authority making it.*

This was an action for a declaration that the plaintiff was still in the employ of the education authority of the defendant council, and for payment of the arrears of his salary. In June, 1914, the plaintiff was appointed assistant teacher at a school, his duties to commence on 31st August. He was in the Territorial Army, and on the outbreak of war, on 4th August, was mobilized. He wrote to the authority to tell them that he would be unable on that day to take up his duties because of his being called up for service, and left the matter in their hands. In September the authority passed a resolution, which was not communicated to the plaintiff, that all their employees in the services should be paid the difference between their pay and salaries during their absence on service, and that their places should be kept open for them. In November the education authority wrote to the plaintiff that they would pay their employees the difference between their pay and their salaries. In June, 1916, owing to the great difficulty in obtaining assistance, the education authority asked the military authorities if they would release the plaintiff, who was only doing clerical work, in order that he might return to his educational work. This application was refused. They then passed a resolution that from a certain date payment for the plaintiff shall cease until he took up his educational duties, and they subsequently wrote to him that they could no longer keep the post open, and terminated his employment by the usual notice. He then commenced these proceedings.

YOUNGER, J., after stating the facts, said: In this case there is no binding contract or promise by the authority to retain the plaintiff in their employment during the war, or to keep his post open, or to make payments on account of his salary; and there is no consideration for any such contract. This case does not come within the decisions in the cases of *Davies* v. *Rhondda Urban District Council* (*supra*) or *Budgett* v. *Stratford, &c., Society* (*supra*), where the employees had entered upon military service on the faith of the promise. Moreover, section 1 (2) of the Local Government (Emergency Powers) Act, 1916, does not make such a promise a binding contract, but only makes the promise *intra vires* the authority making it. The action is accordingly dismissed with costs.—COUNSEL, *C. J. Mathew*, K.C., and *Henry Lynn; Maugham*, K.C., and *Dighton Pollock*. SOLICITORS, *Baker & Nairne; Rawle, Johnstone, & Co., for Paisley, Falcon, Skerry, & Highet*, Workington.

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

BARKER *v.* **STICKNEY.** McCardie, J. 26th April.

COPYRIGHT—AUTHOR'S ASSIGNMENT OF COPYRIGHT—ASSIGNEE TO BE "SOLE OWNER OF THE COPYRIGHT"—TRANSFER TO SECOND ASSIGNEE—RIGHT OF AUTHOR TO ACCOUNT FROM SECOND ASSIGNEE.

The plaintiff, who was the author of a book, transferred the copyright to a company which afterwards went into liquidation. The company's assets, including the copyright of the book, were sold to the defendant. Under the original deed of transfer the company was bound to furnish accounts of the sales of the book, and the author claimed an account from the defendant of all copies disposed of by him.

Held, that the plaintiff was not entitled to an account, nor to a lien upon the copyright, as the original deed of transfer contained the express statement that the assignee was to be "the sole owner of the copyright."

The plaintiff was the author of a book entitled "The Theory and Practice of Heating and Ventilation." On 10th January, 1912, a deed of transfer containing (*inter alia*) the following provisions was executed by the plaintiff to a firm of J. F. Phillips & Son (Limited). (1) Messrs. Phillips & Son to have the exclusive right of publishing the book in the United Kingdom and certain other places, and it was stated that on publication they should be the sole owners of the copyright. (2) The company were to pay a certain royalty. (3) They were not to dispose of the copyright, except to a successor to the business of the company; and (4) the furnishing to the author half-yearly all proper accounts of the sale of such book. The book was published in 1912 at an agreed price of 25s. The company fell into financial difficulties. On 30th June, 1913, the receiver sold to the defendant the goodwill of the business, including the benefit of all orders and contracts, and all other assets of the business, including copyrights. The sale of the copyrights was "so far only as the vendors had any right to sell," and "subject to all equitable or other claims thereon." It was admitted that the defendant had notice of the terms of the deed of 10th January, 1912. Since June, 1913, the defendant had sold various copies of the book, and the plaintiff claimed (1) an account of all copies disposed of, and (2) payment of the amount found due upon the taking of the account. The defendant denied liability to account to the plaintiff, and contended that he was not bound to pay the plaintiff any royalties reserved by the deed of 10th January, 1912.

MCCARDIE, J., in a written judgment, said: The law as to the liability of the assignee of a copyright appeared to be in a state of some uncertainty. It was essential to remember the established principle of contract law, that no one could sue, or be sued, upon a contract unless he was a party thereto. It followed from *McGruther* v. *Pitcher* (53 W. R. 138; 1904, 2 Ch. 306) that *primâ facie* the defendant was under no contractual liability (apart from any question of novation) to pay or account for royalties to the plaintiff. But it was necessary to consider whether the rules were the same if the subject matter of the contract were a copyright, or a similar monopoly form of property, such as a patent. It was at this point that doubt as to the extent to which legal or equitable liability of a subsequent assignee arose. In *Werderman* v. *Société Generale d'Electricité* (1881, 19 C. D. 246) (an assignment of patents) the Court of Appeal held that the defendant company was bound to account for, and, apparently, to pay to the plaintiff a share of the net profits made by them in respect of the patents. But this case must be considered in the light of later decisions. In *Bagot Pneumatic Tyre Co.* v. *Clipper Tyre Co.* (50 W. R. 177; 1902, 1 Ch. 147) Vaughan Williams, L.J., said that all the former case decided was that "if you had notice of a contract between a person under whom you claim property, real or personal, and a former owner of the property," the property must be taken subject to any charge or incumbrance imposed thereon of which there is such notice. In the result the Court held that the defendant company was under no contractual liability to the plaintiff. He was bound by the interpretation placed upon *Wederman's case* by the Court of Appeal; and it must be taken as clear law that a second assignee of a patent or licence did not, merely as assignee, become contractually liable to the owner of the patent for royalties granted by the original assignment, even though such second assignee actually used the patent or sold the copyright books, and had full notice of the terms of the original assignment as to the payment of royalties. A patent and a copyright must rest on the same footing. The second point, was whether the plaintiff had a vendor's lien upon the copyright for unpaid royalties. If so, the defendants were bound to render an account of sales. A vendor's lien in the case of land was well known, and the application of the rule thereto, that a purchaser with notice takes subject to any equitable charge. But the application of the rule to chattels or choses in action was a different matter (Sale of Goods Act, s. 62). In view of the authorities it must be taken that a lien in the case of patents may exist, and no distinction could be made between a patent and a copyright. But he was unable to discover any satisfactory or clear rule for determining when the vendor's lien arose. It could not be that, whenever an author reserved royalties as part of the consideration for the assignment *ipso facto* he became entitled to a lien upon the copyright for unpaid royalties. That would be inconsistent with *Danske' case* (1908, 2 Ch. 127), and opposed to *Re Grant Richards* (1907, 2 K. B. 33), where it was held that the author had no right to accounts against the trustee in bankruptcy carrying on business, but must prove in bankruptcy, though this was altered by section 60 of the Bankruptcy Act, 1914. In the assignment of 10th January, 1912, however, it was expressly stated that the assignee should be the sole owner of the copyright, and one of the principles to be deduced from the authorities was, that no vendor's lien existed if the assignment contained express words that the whole interest was to be transferred, or if there were an express statement that the assignee was to be the sole owner. The plaintiff in the present case, therefore, had no vendor's lien for unpaid royalties and no right to an account. Judgment for defendant.—COUNSEL, *Colam*, K.C., and *Sir Alfred Callaghan*, for the plaintiff; *J. B. Matthews*, K.C., and *G. A. Scott*, for the defendant. SOLICITORS, *Nicholls & Co.; Jenkinson, Meyler, & Oliver.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

County Courts.—Summer Vacation.

The office of any county court may be closed during a period of not more than fourteen days in any part of August or September, 1918, but provision shall be made under the direction of the judge for attendance at the office on such of those days, during such hours, and for such business as he may think necessary, in order to prevent inconvenience.

Nothing in this order shall apply to the District Registries of Liverpool, Manchester, Preston, and Ipswich.

By order of the Lord Chancellor,
A. G. C. LIDDELL, *Asst. Sec.*

9th May, 1918.

War Orders and Proclamations, &c.

The *London Gazette* of 10th May contains the following:—

1. An Order in Council, dated 7th May, extending to the Isle of Man, with certain adaptations, the Naval and Military War Pensions, etc. (Committees) Act, 1917.

2. A Notice that an Order has been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring another business to be wound up, bringing the total to 525.

3. An Admiralty Notice to Mariners (No. 576 of the year 1918, revising No. 333 of 1918, which is cancelled), relating to England and Wales, South and West Coasts :—Portland Bill to Bardsey Island—Traffic Regulations.

The *London Gazette* of 14th May contains the following :—

4. A Proclamation, dated 11th May, of Saturday, 18th May, as a Bank Holiday.

5. An Order in Council, dated 27th April, making Admiralty Rules for the High Court of Australia, under the Colonial Courts of Admiralty Act, 1890. The rules are as of 4th December, 1917, and it is provided that they may, with respect to any matters of detail or local concern, be revoked, varied, or added to without the approval of His Majesty in Council.

6. Orders in Council, dated 11th May, extending to the Isle of Man, with adaptations, (1) the Ministry of National Service Act, 1917, and the Order in Council of 23rd October, 1917, under that Act and the New Ministries and Secretaries Act, 1916; (2) the Defence of the Realm Regulations of 23rd October, 1917, and Articles 7 and 9 of those of 5th February, 1918; (3) the Military Service Act, 1918, and the Military Service (No. 2) Act, 1918.

7. An Order in Council, dated 14th May, further amending the Proclamation, dated 10th May, 1917, and made under Section 8 of the Customs and Inland Revenue Act, 1879, and Section 1 of the Exportation of Arms Act, 1900, and Section 1 of the Customs (Exportation Prohibition) Act, 1914, whereby the exportation from the United Kingdom of certain articles to certain or all destinations was prohibited. New articles are added to Class (A), so that their exportation to all destinations is prohibited. These include Boilers; Cement for building and engineering purposes; Nickel; Photographic materials; Cooking ranges; Rubber goods; Heating stoves; Surgical instruments; X-ray apparatus.

8. Minimum Rates of Wages Fixed by the Agricultural Wages Board (England and Wales), under the Corn Production Act, 1917, for Male Workmen in Norfolk, to Come into Force on 20th May, 1918.

9. Notices of Proposals of the Agricultural Wages Board (England and Wales), under the Corn Production Act, 1917, to Fix Minimum Rates of Wages for (1) Cambridgeshire (including Isle of Ely), Huntingdonshire and Bedfordshire; (2) Berkshire; (3) Buckinghamshire; and (4) Essex.

10. An Admiralty Notice to Mariners (No. 593 of the year 1918, cancelling No. 534 of 1918), relating to England, South Coast.—Tor Bay Approaches—Traffic Regulations.

Order in Council.

NEW DEFENCE OF THE REALM REGULATIONS.

[Recitals.]

It is hereby ordered that the following amendments be made in the Defence of the Realm Regulations : —

Road Transport: Powers of Board of Trade.

1. The following Regulation shall be inserted after Regulation 2JJ :—

"2JJJ. (1) Where the Board of Trade (hereinafter referred to as 'the Board') are of opinion that, with a view to providing and maintaining an efficient system for the transport of goods by road (hereinafter referred to as 'road transport') and using in the manner best suited to the needs of the country any horses or vehicles in use or capable of being used for the purpose of road transport, and thereby furthering the successful prosecution of the war or otherwise securing the defence of the realm, it is expedient that they should exercise the powers given to them under this regulation, the Board may by order do all or any of the following things, that is to say :—

(*a*) regulate, restrict, or give directions with respect to, the use for the purpose of road transport or the sale or purchase of any such horses or vehicles as aforesaid :

(*b*) take possession of any such horses or vehicles as aforesaid or require them to be placed at the disposal of the Board or of any person specified by the Board in that behalf either absolutely or by way of hire and either for immediate or future use :

(*c*) require persons owning, or having in their possession or under their control, any such horses or vehicles as aforesaid to make to the Board, or to any person specified by the Board in that behalf, returns giving the prescribed particulars with respect to those horses and vehicles, and require any such returns to be verified in the prescribed manner :

(*d*) require persons owning, or having in their possession or under their control, any such horse or vehicle as aforesaid to give notice in the prescribed manner before disposing thereof or allowing it to pass out of their possession or control :

(*e*) prohibit the carriage of goods of any class by road, and prescribe the radius or distance within which goods or goods of any class may be carried by road :

(*f*) provide for the giving of directions with respect to the carriage of goods on any particular vehicles, or by any particular route, or to any particular clearing house or depôt :

(*g*) regulate the priority in which goods are to be carried by road and vehicles used for the purposes of road transport :

(*h*) prescribe the conditions on which, and the rates at which, horses or vehicles may be hired for the purpose of road transport and goods carried by road, and the conditions on which goods so carried or to be carried are to be loaded or discharged :

(*i*) make such other provision in relation to road transport as appears to the Board necessary or expedient.

"(2) Any order under this regulation may be made so as to apply either generally to all horses and vehicles or to horses or vehicles of any class or to horses or vehicles belonging to any particular owner.

"(3) Such compensation shall be paid for any horse or vehicle of which possession is taken, or which is placed at the disposal of the Board or of any person specified by the Board, in pursuance of this regulation, as shall in default of agreement be determined by a single arbitrator appointed in the prescribed manner, and in determining the amount of the compensation the arbitrator shall have regard to the age and condition of the horse or vehicle, but shall not be bound to have regard to the market price of the horse or vehicle, or to the rate of hire prevailing in the district.

"Nothing in this provision shall require the payment of compensation in respect of horses or vehicles taken or placed at the disposal of the Board or of any person in connection with a preconcerted scheme to be put in operation in case of invasion or special military emergency.

"4. For the purpose of testing the accuracy of any return made to the Board under this regulation, or of obtaining information in the case of failure to make a return or to give any prescribed notice, any person authorised in that behalf by the Board may enter any premises belonging to or in the occupation of the person who has made or has failed to make the return, or on which the person so authorised has reason to believe that any horses or vehicles with respect to which a return has been required under this regulation are kept, and may carry out such inspection and examination (including the inspection and examination of books) as he may consider necessary for testing the accuracy of the returns or for obtaining such information.

"(5) No individual return or part of a return made, and no information obtained, under this regulation, shall without lawful authority be published or disclosed by any person except for the purpose of a prosecution under this regulation.

"(6) If in any case the Board are of opinion that it is expedient to obtain information from any person in connection with any horses or vehicles, the Board may, without making an order for the purpose, require that person to furnish them with that information, and where the Board so require any information to be furnished the provisions of this regulation shall apply to information furnished and the furnishing of the information as they apply to returns made and the making of returns.

"(7) The powers conferred by this regulation shall not be exercised as respects horses and vehicles used wholly or mainly in agriculture

except in connection with a preconcerted scheme to be put in operation in case of invasion or special military emergency, and nothing in this regulation shall authorize any person to sell or part with the possession of, or buy, any horse in contravention of Regulation 2T or of the conditions of any licence granted thereunder.

"(8) In this regulation the expression 'prescribed' means prescribed by an order made under this regulation, and the expression 'horse' includes mule.

"(9) If any person

(a) acts in contravention of or fails to comply with the provisions of this regulation or of any order or requirement made thereunder; or

(b) sells, removes or secretes any horse or vehicle so as to, or with intent to, defeat, obstruct or delay the operation of any order made under this regulation or any direction duly given in pursuance of any such order; or

(c) obstructs or impedes any person authorized by the Board in the exercise of any of his powers under this regulation;

he shall be guilty of a summary offence against these regulations."

Trespassing on Food Supply Land or Allotments.

2. Regulation 2N shall be amended as follows:—

(1) After the words "lawful authority" there shall be inserted the words "or excuse damages any growing crops or any hedge or fence on any agricultural land, or if any person without lawful authority or excuse".

(2) The words "or damages any growing crops or hedge or fence on any such land" shall be omitted.

(3) At the end of the regulation the following new paragraph shall be inserted:—

"Where any such damage as aforesaid is caused by the assembly of a number of persons any one of such persons shall be deemed to have caused the damage unless he proves the contrary."

Keeping Pigs.

3. At the end of Regulation 2O the following provisions shall be inserted:—

"(2) It shall be lawful to keep pigs in any locality, premises or place where they do not cause nuisance or injury to health, and no locality, premises or place shall be deemed to be a place unfit for keeping pigs by reason only of being within a specified distance of any street or public place, provided that the permission of the local authority has been obtained for such locality, premises or place being used for the purpose aforesaid.

Nothing in this provision shall affect any covenant or condition as to the user of premises.

"(3) If in any case the Board of Agriculture and Fisheries with a view to maintaining the food supply of the country certify that a local authority has been unreasonable in refusing to grant any permission under this regulation or that any directions required by a local authority to be observed are unreasonable, the Local Government Board may exercise such powers as are hereinbefore conferred upon the local authority and any permission granted or directions given by the Local Government Board in such a case shall have effect as if they had been granted or given by the local authority.

"(4) Where any permission has been granted under this regulation such permission shall continue in force until withdrawn and shall not be withdrawn for a period of five years after it has been granted, if and so long as such rules as may be made by the Board of Agriculture and Fisheries, with the concurrence of the Local Government Board, with respect to the keeping of pigs are observed.

"(5) It shall be lawful for any local authority to erect or provide and maintain piggeries and to purchase, keep or sell pigs and to defray the expenses of so doing as if the expenses had been incurred in the execution of the Public Health Act, 1875, or the Public Health (London) Act, 1891, as the case may be.

"(6) The expression 'local authority' in this regulation means in London the sanitary authority for the purposes of the Public Health (London) Act, 1891, and elsewhere the council of a borough or of an urban or rural district.

"(7) This regulation shall apply to Scotland subject to the following modifications:—

(a) The Board of Agriculture for Scotland and the Local Government Board for Scotland shall be substituted for the Board of Agriculture and Fisheries and the Local Government Board respectively; and the Public Health (Scotland) Act, 1897, shall be substituted for the Public Health Act, 1875;

(b) Paragraph (2) shall not apply, and in lieu of the powers conferred by paragraph (3) the Local Government Board for Scotland shall have power to require the local authority to grant any such permission or to modify any such directions as the Board may think fit, and the local authority shall be bound to carry out such requirement;

(c) The expression 'local authority' means the local authority for the purposes of the Public Health (Scotland) Act, 1897.

"(8) This regulation shall apply to Ireland, subject to the following modifications:—

(a) References to the Local Government Board for Ireland and to the Department of Agriculture and Technical Instruction for Ireland shall respectively be substituted for the references to the Local Government Board and the Board of Agriculture and Fisheries;

(b) Sub-section (5) shall not apply.

Control of Gas Works.

4. The following regulation shall be inserted after Regulation 8F:—

"8G. It shall be lawful for the Admiralty or Army Council or the Minister of Munitions to require the manufacture or production of gas in any gas works to be carried out in accordance with any directions, regulations or restrictions given, made or imposed by the Admiralty, Army Council, or Minister of Munitions with the object of making such gas works or the plant or labour therein as useful as possible for the production of any war material or any articles required for or in connection with the production thereof and in particular to require that all or any part of the toluol, benzol or other hydrocarbons contained in the gas produced or any other constituents of such gas shall be extracted therefrom, by scrubbing or otherwise, before the gas is supplied to the consumers in the district supplied by such gas works.

"The occupier and every officer and servant of the occupier of the gas works and any persons affected by any such directions, regulations or restrictions and, where the occupier is a corporation or company, every officer of such corporation or company shall obey such directions, regulations or restrictions (notwithstanding the requirements of any statute or statutory order with regard to the illuminating or calorific power of the gas supplied from such gas works and if he fails to do so he shall be guilty of a summary offence against these regulations."

Special Military Areas.

5. In Regulation 29B after the words "or in the case of Scotland of the Secretary for Scotland" in sub-section (1) there shall be inserted the words "or in the case of Ireland of the Chief Secretary."

Transfer to Aliens.

6. Regulation 30BB shall be amended as follows:—

(1) For the words "any interest in any mine to which this regulation applies, or any interest in an oil field" there shall be substituted the words "any interest in any property or undertaking to which this regulation applies."

(2) For the words "such a mine or any interest in an oil field" and for the words "such a mine or oil field" there shall be substituted the words "such undertaking or property."

(3) For the words from "The mines to which this regulation applies" to the end of the regulation, there shall be substituted the following words:—

"The undertakings and properties to which this regulation applies are:—

(i) any mine wherever situated, from which any ores of the following metals are extracted, that is to say copper, lead, tin, tungsten, zinc or any other metal which may hereafter be added by order of the Board of Trade;

(ii) any oil field;

(iii) any business, factory, or undertaking situate in Norway, Sweden, Denmark, Russia, Holland, Spain, or Switzerland which is engaged in or used for the manufacture, treatment, production or supply of any article or commodity which is declared for the time being to be contraband, either absolute or conditional, or which is required or used for the manufacture, treatment or production of any article or commodity so declared."

Bombs, &c., from Aircraft.

7. In Regulation 35B for the words "any aircraft or vessel of the enemy" there shall be substituted the words "any vessel of the enemy or of any aircraft," and for the words "aircraft or vessel" where they secondly occur there shall be substituted the words "vessel or aircraft."

Control of Boats in Harbours.

8. In Regulation 36A after the word "use" there shall be inserted the words "or mooring" and after the word "thereto" the following words shall be inserted:—"or on any part of the coast of the United Kingdom, and such regulations may provide that boats shall only be moored or beached at specified places, and subject to specified conditions."

Offences in Respect of Documents.

9. Regulation 45 shall be amended as follows:—

(1) In paragraph (cc) there shall be inserted after the word "licence" wherever it occurs, the words "or other document," and after the word "issued" where it secondly occurs "or intended to be issued".

(2) After paragraph (*cc*) there shall be inserted the following paragraph :—

"(*ccc*) uses or has in his possession without lawful authority or excuse any form which has at any time been prepared by or under the direction of any Government Department or the Government of any of His Majesty's Dominions or any foreign Government for the purpose of being when completed issued as such pass, permit, certificate, licence, or other document, or passport, or has in his possession without lawful authority or excuse any paper or other document so nearly resembling any such form as to be calculated to deceive".

(3) At the end thereof there shall be inserted the following subsection :—

"(2) For the purpose of removing doubts it is declared that the expression 'other document' in this regulation includes any certificate or other document of any kind whatsoever entitling or purporting to entitle any person to exemption from military service, or being or purporting to be evidence that a person is exempt or is entitled to be exempted from, or is excepted from military service, or is for the time being to be allowed to remain in civil life though liable for military service".

Fire Brigades in Air-Raid Areas.

10. Regulation 55B shall be amended as follows :—

In sub-section (1) for the words "fire that in the case of an air raid or apprehended air raid" there shall be substituted the words "fires caused by air raids or for dealing with serious outbreaks of fire at naval, military or air force establishments, docks, railway buildings, shipbuilding yards, or premises in which warlike materials, food, forage or stores or articles required for the production thereof, are manufactured, handled or stored that".

In paragraph (*b*) of the same sub-section, after the words "apprehended air raid" there shall be inserted the words "and for the purpose of dealing with fires to which the order applies."

At the end of paragraph (*c*) of the same sub-section there shall be inserted the words "including provisions for the recovery of charges for any services rendered by a fire brigade in pursuance of the order at or in connection with a fire outside the district ordinarily served by the fire brigade."

Evidence of Service of Calling-up Notices.

11. The following paragraph shall be substituted for the first paragraph of Regulation 61A :—

"A certificate purporting to be signed by a recruiting official of the Ministry of National Service that a notice calling up a man belonging to the Army Reserve for military service or for medical examination or re-examination has been duly served on that man in manner provided by the Reserve Forces Act, 1882, or by any orders or regulations made under that Act, (the manner of service being specified in the certificate), and that that man has failed to attend at the time and place specified in the notice, shall in any proceedings against that man for so failing be evidence, unless the contrary is proved, that the notice was duly served and that the man failed to attend as required by the notice."

11th May. [*Gazette*, 14th May.

Admiralty Orders.

THE ADMIRALTY (CITATION AND PRINTING OF WAR MATERIAL SUPPLIES ORDERS) ORDER, 1918.

It is hereby ordered as follows :—

1. Each of the Orders mentioned in the Schedule to this Order may, without prejudice to any other mode of citation, be cited by the short title therein mentioned in that behalf.

2. This Order may be cited as "The Admiralty (Citation of War Material Supplies Orders) Order, 1918."

4th May. [*Gazette*, 10th May.

[Schedule of Orders and Notices with Short Titles thereof.]

INSTRUCTION IN SUBMARINE PRECAUTIONS.

In exercise of the powers conferred upon them by No. 37 of the Defence of the Realm Regulations, and in order to provide for the better security of the British Merchant Vessels hereinafter mentioned, the Lords Commissioners of the Admiralty hereby make the following Regulation :—

1. The Master and Chief Officer of every British Merchant Vessel of 1,600 tons and upwards, which trades or is likely to trade in any area in which enemy submarines may be encountered, and any person hereafter appointed Master or Chief Officer of any such vessel, shall attend any course of instruction in the precautions necessary to be observed against enemy submarines at such time and place as may be directed by the Admiralty or by any Naval Officer authorized by the Admiralty to give such directions.

2. Every owner of any such vessel, and where such owner is a Company, the Managing Director or other responsible officer of such Company shall give facilities for the attendance of the Master and Chief Officer in accordance with such directions as aforesaid and shall forward to the Admiralty from time to time such information regarding these Officers as the Admiralty may require.

3. If the Master or Chief Officer of any such vessel, to whom such directions have been given, fails or neglects without reasonable cause to comply therewith, such Master or Chief Officer shall not proceed to sea as the Master or Chief Officer of any vessel until he has obtained permission of the Admiralty or of some Officer authorized by the Admiralty to give permission.

8th May. [*Gazette*, 14th May.

Army Council Orders.

DESPATCH OF PRINTED OR WRITTEN MATTER TO FOREIGN COUNTRIES.

In exercise of the powers conferred upon them by Regulation 24 of the Defence of the Realm Regulations as amended by the Order in Council dated the 27th April, 1918, the Army Council hereby order as follows :—

1. On and after the 27th May, 1918, no person shall despatch otherwise than through the post or convey from the United Kingdom to any foreign country any printed or written matter (including plans, photographs, and other pictorial representations), unless he has previously obtained a permit for the purpose from the Admiralty or the War Office, and has complied with any conditions subject to which the permit has been granted.

2. This Order shall not apply :—

(i) To ship papers.

(ii) To any letter, message, or memorandum, or any such written or printed matter as aforesaid conveyed by any person if he proves that it is required for his own use and does not contravene the provisions of any other of these regulations and is otherwise lawful.

(iii) To any class of letters, messages, and memoranda or any written or printed matter for the time being exempted by a Secretary of State.

2nd May. [*Gazette*, 10th May.

DESPATCH OF NEWSPAPERS, &c., TO FOREIGN COUNTRIES.

In exercise of the powers conferred upon them by Regulation 24 B. of the Defence of the Realm Regulations as amended by the Order in

Council dated the 27th April, 1918, the Army Council hereby order as follows :—

On and after the 27th May, 1918, no person who has not previously obtained a permit for the purpose from the Chief Postal Censor and complied with any conditions subject to which the permit has been granted shall despatch by post :—

(1) to any foreign destination, packets containing newspapers, books, or other printed publications, manuscript, or typescript, or cuttings from any of the above.

(2) to Russia, Roumania, Greece, neutral countries in Europe and Islands off the West Coast of Africa, packets containing plans, blue prints, photographs, and other pictorial representations or stamps.

(3) to any neutral country in Europe, or to any allied country in Europe for re-transmission to a neutral country in Europe, packets containing goods or commodities other than printed, written or illustrated matter.

This Order shall not apply to :—

(a) Postal packets addressed to and intended for British troops in the field and British or Allied subjects interned in enemy or neutral countries.

(b) Patent specifications sent with the authority of the Board of Trade.

(c) Letters and postal correspondence, trade circulars and catalogues, bills of lading, invoices, and similar trade documents, cheques, bills of exchange, and other negotiable or valuable securities, despatched in accordance with any Post Office regulations for the time being in force.

2nd May. [*Gazette*, 10th May.

Ministry of Munitions Orders.

EXPERIMENTAL CONSTRUCTION OF AERO-ENGINES.

1. On and after the fifteenth day of May, 1918, no person shall without a licence from the Minister of Munitions commence or proceed with the experimental construction of any aero-engine; provided that where a first application for a licence under this Order shall have been made and is pending for the carrying on of any experimental construction which shall have been commenced before the said fifteenth day of May, 1918, nothing in this Order shall prohibit the carrying on of such construction until the licence shall have been refused.

2. For the purpose of this Order the term experimental construction shall mean any construction which is not under or for the direct purpose of fulfilling a Government contract, and shall include the preparation of any working drawings but not the preparation of general arrangement drawings.

3. Every person desirous of obtaining a licence to commence or carry on any such experimental construction as aforesaid shall apply in writing to the Director-General of Aircraft Production, Kingsway, W.C. 2, for such licence, and shall give full particulars of the construction for which the licence is required, and such further information as the Director-General may require, and shall comply with any restrictions or conditions subject to which the grant of such licence may be made.

4. This Order may be cited as the Aero-Engine (Experimental Construction) Order, 1918.

10th May. [*Gazette*, 10th May.

THE MINISTRY OF MUNITIONS (CITATION OF WAR MATERIAL SUPPLIES ORDERS) ORDER, 1918.

1. Each of the Orders mentioned in the Schedule to this Order may without prejudice to any other mode of citation be cited by the short title therein mentioned in that behalf.

2. This Order may be cited as "The Ministry of Munitions (Citation of War Material Supplies Orders) Order, 1918."

4th May. [*Gazette*, 10th May.

[Schedule of Orders and Notices with Short Titles thereof.]

Food Orders.

AN ORDER REVOKING THE WHEAT (SEED) ORDER, 1918.

The Food Controller hereby orders that as from the 1st May, 1918, the Wheat (Seed) Order, 1918 [*ante*, p. 274] shall be revoked, but without prejudice to any proceedings in respect of any contravention thereof.

24th April.

ORDER CONTINUING TEMPORARILY THE CREAM ORDER, 1917.

The Food Controller hereby orders that the Cream Order, 1917 [*ante*, p. 165], shall continue in force until further notice, and that Clause 8 (*b*) of the Order shall be revoked.

27th April.

THE IMPORTERS (RETURNS) ORDER, 1918.

1. *Importers to make returns.*]—The importer of any goods to which this Order for the time being applies, shall from time to time make returns to the Food Controller showing the amount of such goods bought, shipped or afloat for the United Kingdom or arrived in the United Kingdom, and such other matters as are necessary to complete the prescribed form of return.

2. *Forms of return.*]—The return shall be made on the prescribed forms which may be obtained from and when completed shall be returned to the Secretary, Ministry of Food (Statistical Branch), Palace-chambers, Westminster, S.W. 1.

3. *Returns to be made weekly.*]—Until further notice the return shall be made weekly and shall be posted or delivered on or before the Tuesday following the week to which the return relates.

4. *Goods to which Order applies.*]—This Order shall apply only to such goods as the Food Controller by notice directs and until further notice shall apply to the goods mentioned in the schedule.

5. *Interpretation.*]—The expression "importer" shall mean the person to whom the goods were or are originally consigned and such other person as may from time to time be designated by the Food Controller, in respect of any goods or class of goods, as the importer.

6. *Penalty.*]

7. *Title.*]—This Order may be cited as the Importers (Returns) Order, 1918.

27th April.

Schedule.

Canned Meat; Canned Poultry, Game and Rabbits; Canned Fish; Canned Fruit; Condensed Milk; Dried Milk; Cheese; Eggs; Dried Fruits; Cocoa; Coffee.

Societies.

The Belgian Lawyers' Relief Fund.

The following further donations are gratefully acknowledged :—

	£	s.	d.
Amount previously notified	948	11	9
His Honour Judge Lloyd Morgan	2	2	0
E. G. Cockram, Esq. (*second donation*)	1	1	0
	£951	14	9

Further donations are very urgently needed, and may be sent to "The Joint Hon. Treasurers, Belgian Lawyers' Aid Committee," General Buildings, Aldwych, W.C. 2.

The Union Society of London.

The 22nd meeting of the society was held in the Middle Temple Common Room on Wednesday, 15th May, 1918. The subject for debate was "That in the present emergency a military dictatorship is the only road to national salvation." Opener, Mr. Coram; opposer, Mr. Quass. The motion was carried.

Companies.

Manchester and District Bankers' Institute.

Mr. Peter Forrester, managing director of the Union Bank of Manchester (Limited), was unanimously elected president of the above institute, in succession to the Right Honourable Lord Colwyn, at the annual meeting, on the 10th inst.

Obituary.

Judge Moss.

His Honour Judge Moss, county court judge on Circuit 29 (Chester and North Wales), died on Tuesday morning at his residence, Accre Hall, Llandegla, near Wrexham, North Wales.

Judge Moss was educated at Worcester College, Oxford, and was called to the Bar at Lincoln's Inn in 1880, joining the North Wales Circuit. In 1887 he was assistant boundary commissioner for Wales. He represented East Denbighshire in Parliament as a Liberal from 1897 to 1906, when he was appointed to the county court bench.

Legal News.

Information Required.

Miss ELIZABETH McGRATH, Deceased, late of 9, Portland-road, W.—Any solicitor who may have prepared a Will for the above will please communicate with NICHOLSON & CROUCH, 17, Surrey-street, Strand, W.C. 2.